THE SUPREME COURT.

MANY OPINIONS HANDED DOWN LAST WEEK.

TRIBUNAL IS SITTING IN STAUNTON.

A Number of Important Cases Adjudicated, and in Some Instances Lower Courts Were Sustained, While in Others They Were Reversed.

The Supreme Court, which is sitting in Staunton, is having quite a busy session, and the docket for the term is quite a lengthy one. The business is, however, being expedited as rapidly as the wheels of justice, wrapped, as they are, with red tape, can turn, and last week many opinions were handed down.

Some exceedingly delicate points of law are treated extenso, and in one case the court passed upon a point which, so far as they were aware, had never been raised in Virginia's court of last resort before.

The opinions in the abstract are hereto appended:

Question of Dower.

James, &c., vs. Upton, &c. Reversed in part and remanded. Opinion by Buchanan, J.

Gatewood, trustee, conveyed land in 1870 to Miles for $4,000, part cash, and cotemporaneous deed of trust for credit payments. The same year Upton, Sr., agreed with Miles for the purchase of the land at the same price, and went into possession. In 1872 Upton, Sr., assigned all his right, title, &c., in the property, and his agreement to purchase, to Upton, Jr., and, a little later, assigned him the bonds executed by Miles and secured by the deed of trust, all of which had been paid by him out of the purchase money due by him to Miles.

In December, 1872, Miles and wife conveyed all their right, title, &c., to Upton, Jr., for $1,321, paid by Upton, Sr. In 1875 Upton, Jr., conveyed to Small his interest in the land for $1,525. Small died in 1884, without issue, and his heirs conveyed their interest for $1 to his widow, who has since married James.

In 1890 Upton, Jr., and wife brought suit against James and wife to subject the property to the bonds of Miles, secured by the deed of trust, the bill alleging that Small had knowledge of the deed when he purchased, and undertook and expressly agreed that the property should be liable for the debt secured by it. James and wife demurred to the bill. Now comes in Mrs. Upton, Sr., by petition, claiming dower in the land, which complainants denied.

LOWER COURT'S DECISION.

Court below held that Mrs. Upton, Sr., was not entitled to dower; and that Mrs. Upton, Jr., by virtue of the assignment of the bonds secured by the deed executed by Miles, had a valid and subsisting lien, and directed sale of property for its payment.

Is Mrs. Upton, Sr., entitled to dower? When her husband purchased he agreed to pay Miles $4,000. In a few months he learned of the deed of trust to secure the balance due by Miles on his purchase, and of certain judgments against Miles docketed before Miles sold to him. He was advised by counsel that to the extent that he paid off the debt secured by the deed he would have an interest in the land superior to the judgments, but that in so far as Miles had acquired an interest in the land by paying the purchase price, it could be subjected to the payment of the judgments.

He afterwards paid all the bonds and several of the judgments and deducted the amounts so paid from the purchase price, and paid the residue to Miles—all before his assignment to Upton, Jr., except, perhaps, part of what he paid Miles, which may have been paid after his assignment to Upton, Jr., but before Miles and wife, pursuant to assignment, conveyed the land to Upton, Jr.

Held: 1. When Upton, Sr., paid the bonds secured by the deed out of money he owed Miles, and received credit therefor, the lien of the deed was discharged. He took no assignment of the bonds or the deed, nor had any right to an assignment of either. The debt secured by the deed was Miles's debt, was paid out of the proceeds of the money due Miles for the land, and discharged the lien as completely as if Upton, Sr., instead of paying the bonds, had paid Miles, and Miles had applied the money to their payment. Gayle vs. Wilson, 20 Gratt., 166; Brown vs. Lapham, 551; Pom. Eq. Jur., secs. 797, 1213; Shepherd vs. McLain, 18 N. J. Eq., 128.

UPTON, SR., HAD NO INTEREST.

Of course, if Miles's creditors who held liens inferior to the deed, but resting on the land when Upton, Sr., purchased it, had subjected the land to payment of their liens, the lien of the deed would be revived to protect Upton, Sr., and those claiming under him to the extent that he had paid the bonds secured thereby out of the purchase money due by him to Miles. But Upton, Sr., had no interest whatever in these bonds, and he cannot make any use of them, nor of the deed which secured them that could affect any right of dower his wife might have had in the land.

2. Though a husband may not have acquired the legal title to land, if he has paid the entire purchase money and has a perfect equity to compel a conveyance of the legal title, his widow is entitled to dower. Whether so entitled where he has aliened before acquiring the legal title, or paying in full so as to perfect his equity, depends upon the construction of section 2429 of the Code, a question not decided by this court in any reported case. It was neither involved nor decided in Rowton vs. Rowton or Claiborne vs. Henderson, 1 H. & Munf., 92, 322, where it seems to have been assumed that the husband must have a perfect equity to entitle his wife to dower.

3. The manifest object of the statute in force since January 1, 1787 (2 Hen. Stat's, 156), was to abolish the common law rule that a widow could not be endowed of her husband's trust or equitable estate, and to confer upon her the same rights in such estate as in his legal estate. 2 Minor's Inst., 141; 1 Lomax Dig. M., page 224.

WAS THE WIDOW ENTITLED TO DOWER?

Did Upton, Sr., have such a beneficial interest when he sold or assigned to Upton, Jr., that if he had then held the legal title, subject to the lien for credit payment, his widow would have been entitled to dower in it in the hands of his alienee, subject to that lien? The common methods of securing credit payments is for the vendor to retain a vendor's lien, or to retain the title till paid. In either case the vendee's widow would be entitled to dower subject to the lien.

4. A husband who enters into an agreement to purchase land, takes possession, and pays part of the price, is beneficially seised to the extent that he has paid, though he has not acquired the legal title, and his widow is entitled to dower subject to the lien for the unpaid purchase price, whether he die possessed of the land or has aliened it during coverture without her legal concurrence. Therefore, Mrs. Upton, Sr., has dower in the land, and inasmuch as the unpaid purchase money due thereon was paid by her husband after alienation to Upton, Jr., and the lien thereby removed, she is entitled to dower in the whole land, subject to section 2278 of the Code.

The court is equally divided as to the right of Mrs. Upton, Jr., to subject the residue of the land to the claim asserted in the bill.

Place of Contract.

People's B. and L. and S. Association vs. Tinsley. Reversed. Opinion by Buchanan, J.

There were two questions raised in this case—one of usury by the appellees; the other an exception to the account of the commissioner by the appellant.

The question of usury is disposed of by Nickels vs. People's B., L. and S. Assoc'n, 93 Va., 380, and Ware vs. Bankers' L. and I. Co., 95 Va., the contract in this case, as in those, being a New York and not a Virginia contract, and so not amenable to our usury laws. A by-law of the company requires that all payments, dues, &c., shall be paid to the secretary of the association in Geneva, N. Y., and appellee must be considered as having contracted with reference to that by-law.

A NEW YORK CONTRACT.

2. Being a New York contract, it must be construed and governed by the laws of that State, and a similar contract is construed in O'Mallery vs. Appellant, 92 Hun., 572. Even if appellee has complied with all rules of the association, and fully kept his contract during the ninety-six months in which it was estimated his stock would mature, he would only have been entitled to receive what his stock had earned, unless it had then matured. The fact that he is a borrowing member does not render his stock more valuable. If he fail to comply with his contract of subscription or borrowing, and asks to have his stock, before maturity, credited on his indebtedness to the company, he may only be credited with the amount to the credit of his certificates on the books of the company. That amount was only $1,107.95. His indebtedness was $2,695.66. The difference is what he owed the company.

Use of Public Property.

Franklin County vs. Gills & Johnson, and Same vs Saunders. Reversed. Opinion by Buchanan, J.

The County Judge of Franklin employed a janitor for the court-house, who was permitted, under the contract, to store fuel, &c., in a basement-room of that building, which was owned in fee by the county. The janitor was indebted to appellees, and agreed that they might use part of said room. Action of ejectment and verdict for appellees, which lower court refused to set aside.

Held: The question involved was carefully considered in Alleghany County vs. Parish, 93 Va., 615. It was therein held that the inhabitants of a municipal corporation or county are its corporators, and the officers but the public agents of the corporation, whose duties are prescribed by statute or charter, which all persons not only may, but are bound to know. Contracts not authorized by charter or statute, and therefore not within the scope of the powers of the corporation, are void. Lands acquired for court-house, jail, &c., being acquired under a special power and for special purposes only the county is of necessity confined in its use of the land to the purposes for which authority to acquire was given, subject to the restrictions imposed.

The County Judge had no authority to authorize or assent to a lease to the defendants of the room to be used for storage, and the fee-simple owner had the right to recover possession.

Question of Release.

Lynchburg Perpetual Building and Loan Company vs. Fellers and als. Affirmed in part. Reversed in part. Opinion by Buchanan, J.

In February, 1891, Huff gave a deed of trust on a lot in Roanoke to secure $2,000 borrowed of appellant. Shortly after he sold part of the lot to trustees of a church for $2,600, of which $600 cash and assumption of his debt to appellant. About same time he sold another part of the lot to Strickler, one of said trustees. In November of the same year Fellers bought another portion of the lot from Huff. The trustees, after three monthly payments of $42.94 each upon the debt secured by the deed, notified Huff that they could and would not proceed further. Some time between November, 1891, and November, 1893, the exact date not appearing, Huff and the church trustees agreed to rescind their contract. No reconveyance was made, but his deed to them, never recorded, was destroyed. Prior to November 26, 1892, Huff agreed to sell to the trustees a portion of the lot embraced in the rescinded contract, the trustees requiring, as a condition precedent, the release of the lot from the lien of the deed. The lien was released by appellants as to that portion November 12th, and on the 26th Huff conveyed to the trustees. A large part of appellants' debt is unpaid. What property is liable, and in what order?

FELLERS'S CONTENTION.

Fellers contended that his lot was absolutely released by reason of the rescission of the contract between Huff and the trustees, by which contract the latter had assumed payment of the debt secured by the deed, and that this rescission was with the assent of the appellees.

Held: 1. The burden of proving such assent was on Fellers. He had purchased with knowledge of the lien, and he must show that appellant, with notice of his equities, had done some act to his prejudice. The evidence does show that appellants had notice of Fellers's purchase, or that he had an interest in the land when appellants executed the release of November, 1892. But it does not show that appellant was a party to or knew of the rescission of the contract of July, 1891, by which the trustees of the church assumed the payment of the debt secured by the deed.

The lower court, therefore, erred in holding that the Fellers property was absolutely released. It was only discharged from an amount of the trust debt equal to the value of the parcel released, so far as proceeds of that parcel had not been applied to the lien. The injury to Fellers was the difference between the value of the property released and what was actually paid out of its proceeds upon the lien.

THE STRICKLER LOT LIABLE.

2. If Fellers's lot will not pay out that portion of appellant's debt chargeable upon it, as stated, the Strickler lot will be liable, being next in order of alienation. It will also be chargeable with that portion of the debt of appellant from which Fellers was discharged by the release of the church lot. The general rule is the inverse order of alienation in case of release of a parcel primarily liable, but this effect of the release may be obviated by the conduct of the parties to be affected, 3 Pom. Eq. Jur., sec. 1229. Strickler's conduct precludes him from claiming the benefit of the general rule. He was one of the trustees of the church when the purchase was first made, when that contract was rescinded, when they made their second purchase on condition of a release of the deed, and when that release was made. He was an active participant with full knowledge of all the facts. Appellant had no notice of his rights when it released its lien, even if notice could affect the question. The registry of his deed was not notice.

While this court has never passed upon that question, it is settled that registry by a subsequent purchaser is no notice to parties who acquired their rights before the deed is registered. The policy of the registry laws is not to affect holders of antecedent rights, but only such persons as have to search the records to protect their own interests.

Decree affirmed as to amount due appellant, and directs sale of lot still owned by Huff to be first sold; reversed in all other respects.

Statute of Frauds.

Liberty Savings Bank vs. Otterview Land Company. Affirmed. Opinion by Harrison, J.

Suit to wind up insolvent land company and apply assets. The amended and supplemental bill brings the stockholders before the court, and asks a decree against them for balance due upon shares of stock held by each. Appellees answer, under oath, and deny that they made any contract in writing to take stock, or authorized any one to do so, and plead the statute of limitations applicable to verbal contracts. This puts burden upon appellant to prove contract in writing, and there is no evidence that any one of them ever made such a contract. Their names appear on the books of the company, and the evidence tends to prove that they are owners of the stock charged to them. But it is not a question of ownership, but whether the contract to become owner was verbal or written. No original lists are produced, and the evidence all tends to show that the subscriptions appearing on the books were based on verbal contracts, and that appellees made no contract in writing.

The right of action accrued June 10, 1893. The amended and supplemental bill, making the stockholders parties, and asking a decree against them was not filed till March 31, 1897—more than three years—and the right to recover is barred in express terms. Code, sec. 2920.

Priority of Judgment.

New South Building and Loan Association vs. Reed. Reversed in part. Opinion by Harrison, J.

A deed of trust was dated and recorded April 17, 1885. Two judgments, liens on the property conveyed in the deed, were obtained in the Circuit Court (the term of which began April 10, 1893), after the recordation of the deed.

Held: The judgments relate back to the first day of the term, and have priority over the deed of trust recorded during the term. Code, sec. 2367; Hockman vs. Hockman, 93 Va., 455.

2. It is well settled that improvements put upon the wife's separate realty by her husband, in fraud of his creditors, can be followed by them, and the realty can be charged with the value of the improvements in favor of the creditors. Rose vs. Brown, 11 W. Va., 122; Bank vs. Wilson, 25 Id., 242; Bent vs. Timmons, 29 Id., 441.

Ratification of Promise.

Ward vs. Seherer. Reversed. Opinion by Cardwell, J.

Motion for judgment on a bond of appellant executed before marriage and during infancy. Plea of infancy. Replication, ratification in writing since appellant came of age. Demurrer to replication overruled.

Held: 1. Whatever might have been the effect if this action had been brought on the open account referred to in the letters of appellant (relied on by appellee to establish ratification), there is no reference in any of them to the bond sued on, and nothing to show that the bond is for the account about which she was writing. Every expression in the letters that might by possibility be construed as a ratification or promise to pay the debt sued on is either coupled with a condition, or falls short of such a ratification of a promise previously made as would justify the judgment of the court below upon a demurrer to the replication.

2. No particular form of words is required to confirm a debt contracted during infancy, but they must import an unequivocal recognition and confirmation of the previous engagement, though they need not amount to a direct promise to pay. The memorandum or writing, to be sufficient, must recognize the debt as a debt binding upon the party who signs it. It must either in terms or on a fair construction refer to the contract which is to be ratified, and treat it as a subsisting contract. Code, section 2340; Smith on Con., 323; 1 Minor's Inst., 521; 3 Id., 176; 18 Amer. State Rep., 701, 708, 713, and cases cited.

Specific Performance.

Gish's Executor vs. Jamison. Reversed. Opinion by Riely, J.

Jamison sold Gish a house and lot for $16,000, of which $10 cash, $7,990 on delivery of deed, and the residue, with interest, one year from date of contract, "the cash payment to be made as soon as the Fairmount Land Company made their cash payment to Gish." The land company never paid, and after their refusal Jamison brought suit to rescind his contract with Gish. Jamison acquiesced in the dismissal of that suit, but thereafter made no demand on Gish to perform the contract, nor took any action to compel him to perform till this suit was brought, more than four years after the sale and more than three years after the credit payment was due.

Held: 1. Every application for specific performance is addressed to the sound judicial discretion of the court, governed by established principles. These require that the applicant have been ready, prompt, and eager to perform the contract on his part. Powell vs. Berry, 91 Va., 568; Darling vs. Cumming's Executor, 92 Va., 521. The court will not decree specific performance where his conduct has been such as to justify the presumption of an abandonment of the contract or where it would work a hardship on either party, not only because of unfairness in its terms, but also where the applicant has been in default the hardship is caused by subsequent events or is the result of collateral circumstances. He must not have remained quiet or held himself aloof so as to enforce or abandon the contract as might seem advantageous. 3 Minor's Inst., 898; Booten vs. Scheffer, 21 Gratt., 474, 497; Anthony vs. Leftwich, 3 Rand., 238.

APPLICANT RETAINED POSSESSION.

Applicant has remained in possession, and has not offered to give possession, or tendered a deed, on the delivery of which he was entitled to exact the cash payment. He had brought suit to rescind when the property had nearly doubled in value; and, waiting four years, brought this suit when it had depreciated nearly one third from the price at which he sold. Equity will not grant specific performance where there has been lack of good faith, and will refuse relief where the applicant is in default, and by delay has indicated an intent to perform or abandon the contract as the property might rise or fall in the market.

2. Though the cash payment by the land company to Gish was never paid, that from Gish was due in a reasonable time, and after reasonable delay Jamison had a right to exact it.

In view of Jamison's delay, and the evidence of his abandonment of the contract prior to this suit, under the changed conditions during the delay, in no degree attributable to any default of Gish, but produced by circumstances over which he had no control, specific execution would be harsh, oppressive, and very inequitable.

Incapax Doli.

Foster vs. Commonwealth. Reversed. Opinion by Riely, J.

Is a boy under 14 capable, under the law of this Commonwealth, of committing, or of the attempt to commit, criminal assault? The question has never been passed upon in Virginia by a court of last resort.

At common law the presumption is conclusively against it, whatever the fact as to the offence, and evidence to rebut the presumption is inadmissible. 1 Hale, P. C. 630; 4 Black. Com. 212; Queen vs. Waite (1892) 2 Q. B. 600; Queen vs. Williams (1893) 1 Q. B. 320. In the United States the rule of the common law has not been uniformly followed. In Florida the common-law rule holds; in some of the other States it holds in modified form. In Ohio in 1846 it was held that the presumption might be rebutted by proof of capacity to commit the crime; but in 1878 the rule was followed with a strong intimation that but for the previous decision the court would have adhered to the common-law rule. The American text-writers adhere to the common law—among them Davis and Minor. Bishop, who is universally recognized as one of the ablest and most philosophical writers upon law in this country, approves the rule for the sake of convenience and decency, as well as justice, and doubts "whether physical capacity in boys below 14 is sufficiently frequent to call for the abolition of a technical rule so well adapted to prevent those particular statements of indecent things which wear away the sense of the refined placed by the Maker in the human mind as a protector of its virtue."

CONSTITUTION OF 1776.

The convention of 1776 ordained that the common law of England and Acts of Parliament in aid thereof prior to the fourth year of James I. of a general nature, not local to that kingdom, and the Acts of the General Assembly of the Colony now in force not in conflict with the ordinances, &c., of the convention, shall be the rule of decision and considered as in full force until altered by the legislative power of the Colony. In 1792 so much of this ordinance as adopted the Acts of Parliament made, &c., prior to the fourth year of James I. was repealed by the Legislature; the rest of the ordinance has never been repealed, and remains substantially the law of the State to this day. Virginia Code, section 2.

Though by the terms of the ordinance of 1776 the Common Law was adopted without a qualification like that as to the British statutes, it has always been considered that the same principles govern its adoption. Such of its doctrines and principles as are repugnant to the nature of our political system, or which the circumstances of our country render inapplicable, are either not in force here or must be so modified as to adapt them to our condition. 1 Tucker's Com., 9; Coleman vs. Moody, 4 H. & M., 20, and other Virginia cases.

The Legislature, which is the representative of the sovereign power of the people, has never changed the rule of the Common Law as to the matter under consideration, and the presumption is that the climate of our State and the habits and condition of our people require no change or modification of the rule. It is significant, and tends to confirm the presumption from the inaction of the Legislature, that for more than a hundred years no case involving this question can be found in any court of last resort. The court knows of no climatic influence on our people or difference in their habits or condition that calls for a modification of our unwritten law on this point, even if it had the power to make it. The inconvenience, if not absolute inability, of obtaining evidence of this nature, and the boy's capacity to commit this crime except by compulsion, and the questionable right of the Commonwealth to resort to compulsion, do not invite a modification of the rule, while the unreliable and unsatisfactory evidence of the capacity to commit the crime when so obtained and adduced, and the statement and discussion of indecent things before the jury, would cause us to hesitate to depart from a long-established rule which has had the sanction of the wisest judges and undergone the test of years.

CIRCUMSTANCES DETER MODIFICATION.

The circumstances under which the evidence in this case was obtained, together with its nature and doubtful character, are well calculated to deter any modification of the common law, unless made necessary by the social condition of our people, and required for the protection of virtue.

Held: The accused being under 14, and conclusively presumed incapable of the crime, it follows that he was also incapable in law of an attempt to commit it.

Ejectment.

Rensons vs. Lawson. Affirmed. Opinion by Riely, J.

Held: This case was submitted to the jury with correct instructions upon the different phases of the evidence, which was in great part obscure, uncertain, and conflicting. Upon the consideration of the whole evidence, and under the instructions, a verdict was fairly rendered by the jury in favor of the defendant; the trial court approved the findings; and this court, bearing in mind the principles which control the exercise of its appellate powers in such cases, cannot disturb the verdict.

NEGRO ROBS A LADY.

BOLD THIEF IN MANCHESTER SNATCHES A LADY'S PURSE.

ATTEMPTED BURGLARY AT MIDDAY.

Unknown Man Tries to Get Into Mr. William Mills's Residence by Smashing the Window With a Brick—Mr. Weisiger in the Race.

As bold a piece of snatch-and-run robbery was committed in Manchester about 8:30 o'clock last night as one hears of in many days, and it occurred at a time, too, when the streets were thronged with people. An unknown but burly negro, carrying a huge stick, ran up to Miss Corrie Jones on Decatur street between Eleventh and Twelfth, and snatching her purse from her hand, dashed down Decatur into Eleventh, and Miss Jones saw him no more. The lady called after him and also to the persons on the street, to stop the thief, but no one seemed to comprehend, and the fellow passed on without molestation. Some ladies seated on their porch on Eleventh street saw the negro running, but did not know why. They thought he turned into an alley in the rear of R. C. Broaddus's store. The police were at once notified, and Officer Smith went off forthwith in the direction the fellow was last seen going. At a late hour the policeman's efforts to arrest him had been fruitless.

The pocket-book contained about $2. The news of the fellow's bold and successful attempt spread like wildfire, and for a short while was the talk of the crowded streets.

ATTEMPT AT BURGLARY.

The third case of attempted burglary in the broad daylight last week was reported to the police yesterday.

Mr. William Mills's residence, at Twelfth and Semmes street, was the objective point of crime yesterday.

Mr. Mills is an engineer on the Richmond and Petersburg road, and when at home is a grass widower, as his family are still in the country. While he is absent the house is closed. Yesterday he came in about noon and went quietly to the bath-room, closing the front door. The house looked as much uninhabited as ever. Mr. Mills had been in about five minutes, when he heard a mighty crash down stairs. Suspecting something wrong, he hurried down stairs. The man who had done the mischief had gone, leaving a broken window and blinds and a brick to tell the story. The would-be burglar must have been very much frightened, for in his hurry to get away he forgot a large bundle of clothing, which he had laid down to beat out the window with the greater ease.

POSTMASTER WEISIGER IS CALM.

Postmaster B. B. Weisiger does not take a letter addressed to him by Mr. Otis H. Russell, calling on him to resign his Federal office for the candidacy for Congress or else resign that candidacy, leaving the field to himself, very seriously. At least he has stated that he would not adopt either suggestion, and declares that he will be in the fight to the end.

Mr. Russell says in this letter: "If you (Mr. Weisiger) had been nominated first, I would have forbidden the use of my name to divide our party, and I am so anxious to see a Republican elected in this district who will stand by the administration in the next Congress that I am led to waive all formalities, and propose in good faith to retire from the field provided you will resign your Federal office, and allow some one else to be appointed postmaster at once, so the voters will believe that you are honest in your candidacy and unwilling to be made a "dummy" candidate, to aid in the election of a Democrat.

"You cannot be blind to the fact that few Republicans would vote for you if you failed to resign, and thereby remove the objection to you on account of being a Federal officer.

"If you will do this at once in an open, manly way, and commence your canvass, I tender you my services from now until the election for the sake of a united party."

Mr. Weisiger, speaking of the matter yesterday, said: "I am the candidate, and do not consider that Mr. Russell is in any position to offer me terms. I shall pay no attention to his letter. Personally, I have the kindest feeling and the highest regard for Mr. Russell, but he is not the candidate of the Republican party in this district, and I think his action in writing the letter is absurd. He knows that in my present bedridden condition I cannot make an active canvass.

"I will in a short while, however, as soon as I am physically able to do so, address a letter to my constituents.

"I have no idea of withdrawing from the contest."

DELIGHTFULLY SURPRISED.

That was a delightful surprise party given Friday night at the residence of Mrs. Gracie Metcalf, on Stockton street. Those present were Misses Gracie Metcalfe, Emma Jones, Bessie Bradshaw, Bessie Holloway, Nannie Williamson, Mary Williams, Gracie Williams, and Messrs. Tom Bailey, T. A. Stewart, Harvey Flournoy, Marshall Jones, Stanley Hague, J. L. Hancock, and A. B. Cole.

BETHLEHEM DEDICATED.

Bethlehem Baptist church, in Chesterfield, near Bon Air, will be dedicated today with all-day services. The pastor, Rev. M. A. Martin, will preach at 11 o'clock this morning, and Dr. W. E. Hatcher at 2:30 P. M. A dinner will be served on the grounds. Persons who wish to go out from Manchester and Richmond will be met at Forest Hill this morning by private conveyances, or at Bon Air at 12:15 P. M., and driven over to the church. It is expected that a large number will go out.

The Little Workers' Society of Stockton-Street church will hold their regular monthly meeting this afternoon at 3:30 o'clock. Mrs. G. F. Williams, of Richmond, the leader of the little folks' work, will make a talk. All ladies and children are cordially invited to attend.

PERSONALS AND BRIEFS.

Miss Clyde Swift and her sister, who have been spending the summer in the upper counties of Virginia, have returned to the city.

Mr. J. G. Loving, of Amelia, has returned to this city, and will resume his studies at the Medical College of Virginia.

Miss Fannie Pennington, of Sussex, and Miss Evelyn Evans, of Petersburg, are visiting Miss Annie Brown, 1411 Porter street.

The grand jury of this city will not meet until October.

THE RENAMING OF THE STREETS.

Streets Committee Has Undertaken a Very Heavy Task.

The suggestion that some of the streets of Richmond should be renamed, and made to conform to a simpler and less confusing plan than the one now in use, seems to have met with general favor. The Street Committee, which has undertaken this work, has a far more onerous task on its hands than may be supposed, Colonel Cutshaw thinks, and it will probably occupy the committee for many hours.

It has been suggested that the renaming shall begin east of First street, and that the letters of the alphabet shall be used. The only objection to this plan is that such streets as Belvidere and Brook avenue will disturb the symmetry of such an arrangement. The sub-committee appointed to consider this matter will take it up early this week.

Daughters of Confederacy to Meet.

A meeting of Richmond Chapter, Daughters of the Confederacy, will be held at Lee Camp Hall Tuesday morning at 11 o'clock, at which time delegates to the Petersburg convention of the Grand Division of Virginia will be elected.

The Ladies.

The pleasant effect and perfect safety with which ladies may use Syrup of Figs, under all conditions, makes it their favorite remedy. To get the true and genuine article, look for the name of the California Fig Syrup Company, printed near the bottom of the package. For sale by all druggists.

DR. SWEENEY PREACHES TO-DAY.

Drs. Starr and Kerr Will Also Be in Their Pulpits.

Rev. Dr. Z. T. Sweeney returned to the city yesterday morning from his vacation, and will be in his pulpit at the Seventh-Street Christian church, to-day, at both morning and evening services.

He will be welcomed back very cordially and will doubtless have very large congregations at his services to-day.

Dr. W. G. Starr is out again after a long illness and will preach at the Broad-Street Methodist church to-day. Dr. Starr was on the street yesterday, for the first time for many weeks, and was everywhere greeted with expressions of gratification at his recovery.

Another minister who will be seen in his pulpit to-day for the first time for several Sundays, is Dr. R. P. Kerr. Dr. Kerr comes back strengthened for his work.

On account of repairs in progress at the Venable-Street Baptist church the gas connection has been broken and there can be no night service. Instead of the night service the pastor, Rev. Dr. Dill, will preach at 5 o'clock in the afternoon, as well as at the regular morning service.

There will be two services at the association building to-day. The first, at 4 o'clock in the parlor, will be the young men's meeting, conducted by Mr. Stewart M. Woodward. The subject for this meeting will be "Self-Control," the third of four practical talks during the month of September.

The Workers' Bible Training Class will meet at 5 o'clock, with Mr. Frank L. Wells in charge. This class is studying the life of Christ, and has met every Sunday afternoon for the past sixteen months, with the exception of one Sunday.

OVER MR. M'CLINTOCK'S GRAVE.

Woodmen of the World to Unveil a Monument to His Memory.

Hickory Camp, No. 6, Woodmen of the World, will unveil a monument this afternoon at 5 o'clock in Riverview Cemetery to the memory of their deceased sovereign, Robert McClintock. The members will meet at Hollywood gate at 4 o'clock, and from there will proceed in a body to Riverview Cemetery. The ceremony will be opened with prayer by the Rev. Dr. Gayle, of the Laurel-Street Methodist church. After the prayer Sovereign Willie Adams, of the camp, will introduce Sovereign George B. Davis, Sr., the orator selected for the occasion. Several hymns will be sung, under the direction of Sovereign J. Rudolph Day. Messrs. John A. Pfaff, J. Rudolph Day, and C. H. Tinsley, managers of the camp, and G. I. Ball, master of ceremonies, have been untiring in their efforts to make the unveiling a success. Sovereign Willie Adams will also recite a poem from the ritual of the order. The Council Commander, Robert L. Adams; Advisory Lieutenant, James W. Gentry, and Banker, J. V. Morris, officers of the camp, will read from the ritual of the order.

BROAD-STREET CHURCH SPIRE.

It Is Examined by Experts and Found to Be Perfectly Safe.

A committee appointed by the Board of Stewards of the Broad-Street Methodist church to examine the condition of the steeple of that edifice has reported that there is absolutely no cause for fear. This steeple was struck by lightning during a recent storm and was seen to sway in the wind. The announcement of this fact caused some alarm, and led to the examination. The committee consisted of Messrs. James T. Vaughan, Stephen Putney, and W. H. Allison, who got Mr. James Fox, the well-known contractor, to make a careful examination with them, and it was learned that the steeple is firmly braced and is strongly and safely built in every way.